

RFP: Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation,
BECC

SECTION I: INVITATION FOR TENDER (IFT)

BENGALURU EAST CITY CORPORATION

REQUEST FOR PROPOSAL (RFP)

For

Preparation of Detailed Project Report (DPR) for

**“Integrated Pedestrian Mobility Corridor Development and Footpath
Upgradation in High Pedestrian Movement Zones along Selected Arterial and
Sub-Arterial Roads in BECC Limits”**

Executive Engineer,
TEC Division Zone 1,
Bengaluru East City Corporation,
Hoodi Main Road, Hoodi
Bengaluru – 560 048

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Section 1

Letter of Invitation

BENGALURU EAST CITY CORPORATION

No: BECC/EE/TEC/TEND/05/2026-27	Office of the Executive Engineer TEC Division Zone 1, BECC Building, Hoodi Main Road, Hoodi Bengaluru - 560048 Dated: 14/07/2026
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INVITATION FOR TENDER (IFT)

(Short Term Tender Notification - Through Karnataka Public Procurement Portal only)

- The Executive Engineer, TEC Division Zone-1, on behalf of the Commissioner, Bengaluru East City Corporation (BECC), invites Proposals (Technical and Financial) from eligible and experienced Consultants for appointment as Consultant for Preparation of a Detailed Project Report (DPR) for the work detailed below.
- The detailed Objectives and Scope of the Assignment are as per this Request for Proposal (RFP) Document, which may be downloaded from the Government of Karnataka Public Procurement Portal (KPPP) (<https://kppp.karnataka.gov.in>) as per the prescribed Date and Time published on the Portal. Interested Consultants wishing to participate shall remit the online Transaction Fee for the RFP Document after registering on the Portal. The Transaction Fee is non-refundable.
 - Proposals must be submitted online through the KPP Portal on or before 30/07/2026 by 16:00 hours and the opening of bids will be as per the KPP Portal guidelines.
 - Other details can be seen in the RFP document.

Sl. No.	Name of the Assignment	Estimated Cost of Project	EMD (Rs.)
1	Preparation of Detailed Project Report (DPR) for "Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation in High Pedestrian Movement Zones along Selected Arterial and Sub-Arterial Roads in BECC Limits", covering footpath stretches aggregating approx. 100 (one hundred) km in Arterial and Sub-Arterial Roads within BECC limits, including Mahadevapura Zone and KR Puram Zone	Rs. 1,650.00 Lakhs	Rs. 50,000/-

Calendar of Events

Event	Date / Time
Availability of RFP Document from	15/07/2026 onwards

Last Date for Receipt of Queries	18/07/2026, 17:00 hrs
Pre-Bid Meeting	20/07/2026, 15:30 hrs, Office of the Chief Engineer, Zone-1 Building, 1st Floor, Old Madras Road, KR Puram, Bengaluru-560036
Last Date for Submission of Proposals	27/07/2026, 16:00 hrs
Date of Opening of Technical Proposals	28/07/2026, 16:30 hrs
Date of Opening of Financial Proposals	After approval of Technical Evaluation, through KPP Portal

Notes

- Participants shall upload signed and scanned copies of all Certificates pertaining to Eligibility Criteria, Essential Conditional Criteria and Financial Criteria. No physical documents shall be considered for evaluation. Participants shall produce all original documents for verification whenever necessary.
- Financial Proposals of Consultants whose Technical Proposals do not satisfy the Eligibility Criteria will not be opened.
- BECC reserves the right to reject any or all Proposals without incurring any liability or obligation to inform Consultants of the reasons for such action.
- Consultants may obtain further information at the Office of the Executive Engineer, TEC Division Zone-1, BECC Building, Hoodi Main Road, Hoodi, Bengaluru – 560048, on all working days during office hours.
- Any corrigendum / addendum will be published on the KPP Portal only.
- Identification and finalisation of the approx. 100 km of footpath stretches to be taken up under this Assignment – by coordination with all BECC Engineering / Work Divisions, B-SMILE, KRIDL, BMRCL and other concerned agencies, and after excluding stretches already covered under ongoing works, Defect Liability Period (DLP), or approved / proposed development schemes of these agencies – forms part of the Consultant's Scope of Services and shall be submitted as Annexure-I for BECC's approval (see Section 5.4 of the Terms of Reference).
- For details, registration and e-payment, visit the Government of Karnataka Public Procurement Portal (KPPP) (<https://kppp.karnataka.gov.in>) or contact the KPPP Helpdesk: 080-22371090 / 22373788.

Sd/-
Executive Engineer
TEC Division Zone-1
Bengaluru East City Corporation

Copy Submitted to:

1. The Commissioner, BECC – for kind information.
2. Additional Commissioner (Development), BECC – for kind information.
3. Additional Commissioner (Revenue), BECC – for kind information.

4. CAO / DCF, BECC – for kind information.
5. All Executive Engineers of BECC with request to publish the same on the display / notice boards.
6. Assistant Revenue Officer (Advertisement) – for information.
7. Accounts Superintendent / Cashier – for information.
8. Public Relation Officer, with a request to publish the same in any two leading daily newspapers (Kannada and English).
9. Notice Board.
10. Office Copy.

Sd/-
Executive Engineer
TEC Division Zone 1
Bengaluru East City Corporation

Section 2

Information to Consultants (ITC)

1. Introduction

1.1 The Employer named in the “Data Sheet” shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer’s Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre-Proposal Conference if one is specified in the Data Sheet. Attending the Pre-Proposal Conference is optional.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, TEC Division Zone-1, BECC expects the Consultant to provide Professional, Objective and Impartial Advice and at all times hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or its own Corporate Interests.

1.8 It is BECC’s Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. “Corrupt Practice” and “Fraudulent Practice” shall carry the meanings set out in Clause 2.7.1 of the General Conditions of Contract, and any Firm found to have engaged in such practices shall be liable to rejection of its Proposal, debarment, and forfeiture of EMD, as applicable.

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through the KPP Portal. The Employer’s Response will be displayed on the KPP Portal, including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda, displayed on the KPP Portal. The Employer may at its own discretion extend the Deadline for the Submission of Proposals.

3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub-para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

- If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate, subject to the Employer's approval.
- For Assignments on a Staff-Time Basis, the estimated number of Key Professional Staff-Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff-Months estimated by the Firm.
- It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or have an extended and stable working relation with it.
- Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
- Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- A Brief Description of the Consultant's Organization and an Outline of Recent Experience on Assignments of a similar nature (Section 3B).
- Any Comments or Suggestions on the Terms of Reference and on the Data, Services and Facilities to be provided by the Employer (Section 3C).
- A Description of the Methodology and Work Plan for Performing the Assignment (Section 3D).
- The List of the proposed Staff Team, the Tasks assigned to each Member, and their Timing (Section 3E).
- CVs recently signed by the proposed Key Professional Staff and the Authorized Representative (Section 3F).
- Estimates of the Total Staff Effort supported by Bar Chart Diagrams (Sections 3E and 3G).
- Any Additional Information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any Financial Information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (Section 4) and list all Costs associated with the Assignment, including Remuneration for Staff and Reimbursables (subsistence, transportation, equipment, office rent, insurance, printing, surveys, etc.), broken down Activity-wise where appropriate.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment.

4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises (i) Technical Proposal and (ii) Financial Proposal, to be electronically submitted (online) within the Date and Time published on the KPP Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each page uploaded pertaining to the Consultant's Eligibility, Essential Conditional and Financial Criteria Documents shall be duly signed and sealed by the Consultant or a duly authorised Person, supported by a Power-of-Attorney.

4.4 No Physical Documents shall be considered. All Participants shall produce Original Documents for verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after the Deadline will not be accepted on the KPP Portal.

4.6 Financial Proposals will not be opened until the Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 Earnest Money Deposit

4.7.1 The Consultant shall furnish, as part of the Proposal, the Earnest Money Deposit (EMD) in the amount specified on the KPP Portal along with the Technical Proposal, through Credit Card, Direct Debit, NEFT or Over-the-Counter (OTC) payment.

4.7.2 EMD will be accepted only in the form of Electronic Cash (not Demand Draft or Bank Guarantee) and shall be maintained in the Government's Central Pooling Account until Award of Work. The Proposal will be evaluated only upon confirmation of receipt of EMD.

4.7.3 Any Proposal not accompanied by an acceptable EMD shall be rejected by the Employer as Non-Responsive.

4.7.4 The EMD of Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period.

4.7.5 The EMD of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The EMD may be forfeited if the Consultant withdraws the Proposal during its Validity Period, does not accept correction of price, or (being successful) fails to sign the Agreement or furnish Performance Security within the specified time.

4.8 The Proposal will disappear automatically immediately after the Time of Submission mentioned in the Portal has elapsed.

4.9 Consultants may modify the Contents of their Technical or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultants may withdraw their Proposals by cancelling them on the Portal only before the Deadline for Proposal Submission.

4.11 No Proposal may be modified or withdrawn after the Deadline for Submission of Proposal.

5. Proposal Evaluation

General

5.1 From the time the Proposals are opened to the time the Contract is awarded, any Consultant wishing to contact the Employer on any matter related to its Proposal shall do so in writing at the Address indicated in the Data Sheet. Any effort to influence the Employer's Evaluation, Comparison or Award Decisions may result in rejection of the Consultant's Proposal.

5.2 Evaluators of the Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority, is obtained.

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer evaluates the Proposals on the basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub-Criteria and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected if it does not respond to Important Aspects of the Terms of Reference or fails to achieve the minimum Technical Score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated:

- Achieved, in at least any two Financial Years, a minimum annual Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 24.75 Lakhs, supported by Audited Balance Sheets furnished along with the Technical Proposal.
- The Consultancy Firm / Company should have been involved in Civil Engineering Consultancy / Urban Design / Pedestrian Infrastructure / Footpath Improvement, i.e., Design, Proof Checking, and preparation of Detailed Project Reports of similar Works in Urban Roads, for the last 5 years as a prime consultant, supported by a Certificate from a Competent Authority not below the rank of Executive Engineer.
- Executed and completed successfully a Detailed Project Report Work including Estimation, Urban Planning, Design, Pedestrian / Streetscape Improvement, and Proof Checking of Designs and Drawings, as prime consultant, for similar type of works in urban roads costing not less than Rs. 1320.00 Lakhs, supported by a Certificate from a Competent Authority not below the rank of Executive Engineer. RFP submissions without the requisite Certificate will be summarily rejected.
- Consultants must have the Key Professional Staff required (as detailed in the Terms of Reference), with experience in construction supervision of similar works, to be deployed exclusively for this consultancy contract, along with their CVs and confirmation of availability till completion of the Assignment.

Public Opening and Evaluation of Financial Proposals, Ranking

5.4 After the Evaluation of all Technical Proposals is completed, the Employer shall display on the KPP Portal the Names of Consultants whose Proposals did not meet the

minimum Qualifying Mark or were considered Non-Responsive (whose Financial Proposals shall not be opened), and the Names of those who secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, correct any Computational Errors, and select the Lowest Evaluated Proposal among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

6. Negotiations

6.1 Negotiations will be held at the Address indicated in the Data Sheet, with the aim of reaching an Agreement on all Points and signing a Contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, Proposed Methodology, Staffing, and any Suggestions to improve the Terms of Reference. The Agreed Work Plan and Final Terms of Reference shall be incorporated into the "Description of Services" forming part of the Contract.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff nor other Proposed Unit Rates.

6.4 The Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal, subject to confirmation of their availability. Substitutions shall not ordinarily be considered during Contract Negotiations.

6.5 The Negotiation will conclude with a Review of the Draft Form of Contract. If Negotiations fail, the Employer shall invite the Firm that quoted the Second Lowest Price, and the Process shall be repeated till an Agreed Contract is concluded.

7. Award of Contract

7.1 The Contract will be awarded following Negotiations. The Employer will promptly notify other Consultants on the shortlist that they were unsuccessful, and return the Financial Proposals of Consultants who did not pass the Technical Evaluation.

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. Confidentiality

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted Proposals, or to other Persons not officially concerned, until the successful Consultant has been notified of Award.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit equivalent to 5% of the Contract Price, in the form of a Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner, Bengaluru East City Corporation", or a Bank Guarantee (Appendix F), or an FDR pledged in favour of the Commissioner, BECC.

9.2 If furnished as a Bank Guarantee, it shall be issued by a Nationalized / Scheduled Bank.

9.3 The Security Deposit, if furnished as a Demand Draft, can, if requested, be converted to Interest Bearing Securities at the Consultant's cost.

9.4 Failure to comply with Sub-Clause 9.1 shall constitute sufficient grounds for Cancellation of Award and Forfeiture of EMD.

10. Conflict of Interest

10.1 The Team Members of the Consultant should not have been employed by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant blacklisted or debarred by the Government of India / any State Government / any other Organisation shall not be eligible for appointment as Consultant.

Data Sheet - Information to Consultants

1.1	Employer: The Commissioner, Bengaluru East City Corporation (BECC), Bengaluru. Method of Selection: Quality and Cost Based Selection (QCBS). Technical Weightage: 80% Financial Weightage: 20% Minimum Technical Score: 75 Marks
1.2	A Technical Proposal and a Financial Proposal are requested: Yes. Name, Objectives and Description of the Assignment: "Providing Consultancy Services for Preparation of a Detailed Project Report (DPR) for Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation in High Pedestrian Movement Zones along Selected Arterial and Sub-Arterial Roads in BECC Limits", covering footpath stretches aggregating approx. 100 km in arterial and sub-arterial roads within BECC limits, including Mahadevapura Zone and KR Puram Zone. The identification and finalisation of the said 100 km – by coordination with all BECC Engineering / Work Divisions, B-SMILE, KRIDL, BMRCL and other concerned agencies, excluding stretches under ongoing works, Defect Liability Period (DLP), or approved / proposed schemes of these agencies – is part of the Consultant's Scope of Services (Terms of Reference, Section 5.4), to be submitted as Annexure-I for BECC's approval.
1.3	The Assignment is phased: No.
1.4	A Pre-Proposal Meeting will be held: Yes, at the Office of the Chief Engineer, Zone-1, BECC Building, 1st Floor, Old Madras Road, KR Puram, Bengaluru-560036. Official to contact: Executive Engineer, TEC Division Zone-1, BECC Building, Hoodi Main Road, Hoodi, Bengaluru-560048.
1.5	The Employer shall provide: available records / drawings of footpaths within BECC limits, contact particulars of the concerned Work / Engineering Divisions of BECC and of B-SMILE, KRIDL, BMRCL and other agencies, and shall facilitate the Consultant's coordination meetings with these agencies for obtaining the status of ongoing / completed / DLP / approved / proposed works; right-of-way details; and such other Project data as are available with the Employer.
1.6	The Employer envisages the need for continuity for any Downstream Work: No.
1.7	Clauses on Fraud and Corruption in the Contract: Sub-clause 2.7.1 of the General Conditions of Contract.
2.1	Clarifications may be requested up to one day prior to the Pre-Proposal Meeting, through the KPP Portal only.
3.1	Proposals should be submitted in: English.
3.3	Estimated Number of Key Professional Staff-Months required for the Assignment is to be furnished by the Consultant based on the Scope of Work. The Minimum Required Experience of Proposed Key Professional Staff is: Team Leader cum Pedestrian / Urban Mobility Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field. Urban Designer / Landscape Architect: Graduate in Urban Design / Landscape Architecture (or Civil Engineering Graduate) with 7 years' experience in Similar Field. Traffic & Pedestrian Safety Engineer: Civil Engineering Graduate, 5 years' experience.

	Structural / Utility Engineer: Civil Engineering Graduate, 5 years' experience. Universal Accessibility Specialist: Graduate with 5 years' experience in accessible / inclusive design. Surveyor: 5 years' experience in topographical surveys. Site Engineer: 5 years' experience in Similar Field with Graduation / Diploma in Civil Engineering. Reports which are part of the Assignment must be written in: English.
3.4	Training is an important feature of this Assignment: No. Additional information in Technical Proposal: Nil.
3.5	Proposals must remain valid for 90 days after the Proposal Submission Date.
4.1	Address for correspondence: Executive Engineer, TEC Division Zone 1, BECC Building, Hoodi Main Road, Hoodi, Bengaluru-560048.
5.1	Points for each Evaluation Criterion: i. Specific experience of the Consultant related to footpath / pedestrian corridor / urban design assignments of similar nature in the last 5 years - 15 points ii. Site appreciation and understanding of the assignment - 05 points iii. Equipment, software and survey methodology proposed - 05 points iv. Qualification and relevant experience of Key Professional Staff - 50 points v. Task assignment, manning schedule and work plan - 20 points vi. Local office / presence in Bengaluru - 05 points Total: 100 Points
	Points for Qualifications and Competence of the Key Professional Staff: I. General Qualification (Educational Qualification, Experience in Civil Consultancy, Experience in urban / pedestrian design assignments) - 15 Points II. Adequacy for the Project (Experience in preparing DPRs in Urban Conditions) - 30 Points III. Experience in Region and Language Knowledge (Kannada and English) - 05 Points Total: 50 Points Minimum Technical Score required to qualify: 75 points.
6.1	The Assignment is expected to commence immediately upon issue of the Letter of Award.

SECTION 3

TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal Submission Form.
- 3B. Consultant's References.
- 3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.
- 3D. Description of the Methodology and Work Plan for Performing the Assignment.
- 3E. Team Composition and Task Assignments.
- 3F. Format of Curriculum Vitae of Proposed Key Professional Staff.
- 3G. Time Schedule for Professional Personnel.
- 3H. Activity (Work) Schedule.

3A. Technical Proposal Submission Form

[Location, Date]

From: (Name of Consultant)
Employer)

To: (Name and Address of

Dear Sir,

Subject: “Consultancy Services for Preparation of DPR for Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation in High Pedestrian Movement Zones along Selected Arterial and Sub-Arterial Roads in BECC Limits” - Technical Proposal.

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date], we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

3B. Consultant's References

Relevant Services carried out in the Last Five Years That Best Illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually or as one of the Major Companies within an Association, was legally contracted.

Assignment Name:	Country:	
Location within Country:	Key Professional Staff provided by Your Firm / Entity (profiles):	
Name of Employer:	No. of Staff:	
Address:	No. of Staff Months, Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):
Name of Associated Consultants, if any:	No. of Months of Key Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

Outline of the recent experience on assignments of similar nature of work:

S I. N o. .	Name of Assign men t	Na me of Pro jec t	Cos t of Pro jec t	Cli en t	Cost of Assign men t	Date of Commen cement	Date of Comp letion	Satisf actoril y Compl eted	Ope ned to Pub lic Use	Certi ficat e Enclo sed

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Employer

On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, Services and Facilities to be provided by the Employer

- 1.
- 2.
- 3.
- 4.
- 5.

Consultant's Name: _____

3D. Description of the Methodology and Work Plan for Performing the Assignment

Consultant's Name: _____

3E. Team Composition and Task Assignments

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task

2. Support Staff

Sl. No.	Name	Position	Task

Consultant's Name: _____

3F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position:

Name of the Consultant:

Name of Staff:

Profession:

Date of Birth:

Years with Firm / Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of the Staff Member's experience and training most pertinent to tasks on the Assignment. Describe degree of responsibility held on relevant previous assignments, with dates and locations. Use about half a page.]

Education:

[Summarize college / university and other specialized education, with names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with the present position, list in reverse order every employment held, with dates, employer names, titles and locations. For the last five years, also give types of activities performed and employer references. Use about two pages.]

Languages:

[For each language, indicate proficiency – Excellent, Good, Fair, or Poor – in Speaking, Reading and Writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of Staff Member and authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member:

Full Name of Authorized Representative:

Consultant's Name: _____

3G. Time Schedule for Professional Personnel

(Bar-chart format - to be prepared by the Consultant showing month-wise deployment of each Key Professional Staff Member for the full Assignment duration, with Sub-Total Staff-Months for each.)

Full time: _____ Part time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____ (Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. Activity (Works) Schedule

A. Field Investigation and Study Items

(Bar-chart format – to be prepared by the Consultant for each item of Site Inspection, Pedestrian Volume / Traffic Studies, Topographical Survey, Utility Mapping and Design activities, month-wise from Start of Assignment.)

B. Completion and Submission of Reports

Reports	Programme (Date)
1. Inception Report	
2. Interim Progress Report (Fortnightly / Monthly)	
3. Draft Report	
4. Final Completion Report	

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal Submission Form
- 4B. Summary of Costs
- 4C. Breakdown of Costs

4A. Financial Proposal Submission Form

[Location, Date]

From: (Name of Consultant)
Employer)

To: (Name and Address of

Dear Sir,

Subject: “Consultancy Services for Preparation of DPR for Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation in High Pedestrian Movement Zones along Selected Arterial and Sub-Arterial Roads in BECC Limits” - Financial Proposal.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial). Our attached Financial Proposal is for the sum of [Amount in Words and Figures].

Our Financial Proposal shall be binding upon us subject to Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if awarded, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India, namely the “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Consultant: _____

Address: _____

4B. Summary of Costs

Sl. No.	Description	Amount (Rupees)
1	Remuneration for Key Professional Staff	
2	Supporting Staff	
3	Transportation	
4	Duty Travel to Site	
5	Office Rent	
6	Office Supplies, Utilities and Communication	
7	Office Furniture and Equipment	
8	Reports and Document Printing	
9	Surveys	
Total Cost		
GST / Applicable Taxes		
Total Cost (Including Taxes)		

Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per the Special Conditions of Contract. The Breakup of Cost given in Format 4C is to facilitate Assessment of Reasonableness of Costs and Negotiations under Clause 6 of the Information to Consultants.

4C. Breakdown of Costs (Rs.)

I. Remuneration for Staff

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
Key Professional Staff					
1					
2					
3					
4					
5					
6					
Sub Total					
Sub-Key Professional Staff					
1					
2					
3					
4					
5					
Sub Total					
Total					

SM - Staff Month

II. Remuneration for Support Staff

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
1					
2					
3					
4					
Total					

SM - Staff Month

* Provide the Break-up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. Transportation (Reimbursable)

Total: _____

IV. Duty Travel to Site (Reimbursable)

Total: _____

V. Office Rent (Reimbursable) #**Total:** _____

Prepare Details as Appropriate for the Consultancy Assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

Sl. No.	Item*	Months	Monthly Rate (Rs.)	Amount (Rs.)
1				
2				
3				
4				
Total				

* Prepare Details as Appropriate for the Consultancy Assignment.

VII. Office Furniture and Equipment (Reimbursable)

Sl. No.	Description*	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	Office Furniture (Purchase)				
	Office Furniture (Purchase)				
	Office Furniture (Purchase)				
	Office Equipment (Purchase)				
	Office Equipment (Purchase)				
	Office Equipment (Purchase)				
Total					

* Prepare Details as Appropriate for the Consultancy Assignment.

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
Total					

IX. Topographical Surveys (if any)*

** Prepare Details as Appropriate for the Consultancy Assignment.*

SECTION 5

TERMS OF REFERENCE (TOR)

5.1 Background

Bengaluru East City Corporation (BECC) limits include several rapidly developing areas, notably Mahadevapura Zone and KR Puram Zone, home to significant Information Technology corridors, educational institutions, residential complexes and a high volume of mixed traffic. A review of the major Arterial and Sub-Arterial Roads across these Zones – including other major connecting roads – has identified that footpaths along these corridors are frequently narrow, discontinuous or missing altogether, encroached upon, obstructed by utilities, and lacking in universal accessibility and pedestrian safety features.

A total of approximately 100 km of footpath stretches on arterial and sub-arterial roads within BECC limits (including Mahadevapura Zone and KR Puram Zone) has been proposed for comprehensive improvement. Since these stretches fall under roads being maintained / executed by multiple agencies (BECC Engineering / Work Divisions, B-SMILE, KRIDL, BMRCL, etc.), and since certain roads are presently under Defect Liability Period (DLP) or have ongoing / approved / proposed works under other schemes, identification of the eligible stretches requires a coordination exercise across all concerned Divisions and Agencies to finalise the consolidated list, so as to avoid duplication of works. As set out in Section 5.4 below, this identification and coordination exercise is itself part of the Consultant's Scope of Services.

5.2 Corridors / Stretches Covered under the Assignment

The Assignment covers footpath stretches aggregating approximately 100 (one hundred) km along arterial and sub-arterial roads within BECC limits, including Mahadevapura Zone and KR Puram Zone. Unlike a pre-defined list, the identification and finalisation of these stretches is itself a Deliverable of this Assignment, to be carried out by the Consultant subject to the following conditions:

- The Consultant shall identify candidate footpath stretches aggregating approximately 100 km along arterial and sub-arterial roads within BECC limits (including Mahadevapura Zone and KR Puram Zone), through field reconnaissance and review of available records.
- The Consultant shall coordinate directly with all concerned agencies executing road / footpath works within BECC limits – namely all BECC Engineering Work Divisions, B-SMILE, KRDL, BMRCL, and any other agency with jurisdiction over the identified roads – to ascertain the present status of each stretch.
- Stretches already covered under (i) ongoing footpath / road works, (ii) works completed and presently within the Defect Liability Period (DLP), or (iii) approved or proposed development works / schemes of BECC Divisions, B-SMILE, KRDL , BMRCL or any other agency, shall be excluded from the list, so as to avoid duplication of works.
- The Consultant shall convene / participate in coordination meetings with the above agencies, maintain minutes of such meetings, and obtain written confirmation (or the best available written status) from each agency regarding the works falling within its jurisdiction.
- Based on the above exercise, the Consultant shall prepare a consolidated, chainage-wise list of eligible footpath stretches, aggregating approximately 100

km across BECC limits (including Mahadevapura Zone and KR Puram Zone), and submit it to BECC for review and approval before proceeding with detailed survey, design and DPR preparation.

- Should the aggregate length of eligible stretches (after exclusions) fall short of or exceed approximately 100 km, the Consultant shall bring this to BECC's notice with supporting justification, for BECC's decision on the additional stretches to be included or the shortfall to be accepted.

5.3 Objectives

The main objectives of this Assignment are to:

- Identify and finalise, in coordination with all concerned agencies (BECC Engineering / Work Divisions, B-SMILE, KRIDL, BMRCL and others), approximately 100 km of footpath stretches along arterial and sub-arterial roads within BECC limits, excluding stretches already covered under ongoing works, DLP, or approved / proposed schemes of these agencies;
- Develop safe, continuous, and universally accessible pedestrian footpath infrastructure, designed to global best-practice standards, along the identified arterial and sub-arterial roads within BECC limits (including Mahadevapura Zone and KR Puram Zone), ensuring connectivity to all pedestrian-related facilities;
- Identify and address gaps such as narrow, discontinuous, missing, or encroached footpaths, and obstructions caused by utilities and street furniture;
- Enhance pedestrian safety through appropriate crossing facilities, tactile paving, signage and traffic-calming measures at high pedestrian movement locations;
- Improve the streetscape and urban environment quality through landscape and street-furniture improvements integrated with the footpath upgradation works;
- Prepare a comprehensive, implementable Detailed Project Report (DPR), including designs, drawings, cost estimates and tender documents, to enable time-bound execution of the Works across the identified stretches.

5.4 Broad Scope of Work

The Consultant's Scope of Services shall consist of, but not necessarily be limited to, the following:

- Identification and finalisation of approximately 100 km of footpath stretches along arterial and sub-arterial roads within BECC limits, through coordination meetings with all BECC Engineering / Work Divisions, B-SMILE, KRIDL, BMRCL and other concerned agencies; exclusion of stretches already covered under ongoing works, Defect Liability Period (DLP), or approved / proposed development schemes of these agencies; and submission of the consolidated list to BECC for approval prior to commencement of detailed survey and design.
- Site inspection and data collection along each identified footpath stretch, including collection of existing drawings, land records, right-of-way details and utility records available with BECC and other agencies.
- Pedestrian volume studies and traffic studies, including pedestrian counts, crossing patterns, peak-hour movement, and identification of high pedestrian movement zones and conflict points along each corridor.
- Topographical survey of each footpath stretch and its immediate carriageway edge, including preparation of contour plans and cross-sections to the extent required for design.

- Utility mapping of existing overhead and underground utilities (water supply, sewerage, storm-water drains, power, telecom, gas, etc.) along each stretch, in coordination with the respective utility-owning agencies.
- Footpath and pedestrian corridor design proposals, designed to global best-practice standards for pedestrian infrastructure (e.g. IRC:103 “Guidelines for Pedestrian Facilities”, IRC:SP:44, Indian Roads Congress / Harmonised Guidelines for Street Design, and comparable international guidelines), including footpath widths, continuity treatment at driveways / side-road junctions, kerb design, drainage integration, and other pedestrian-engineering measures needed to ensure a safe and continuous walking environment reaching all pedestrian-related facilities (bus stops, Metro / BMRCL stations, schools, hospitals, parks, and commercial / residential frontages) along each corridor.
- Universal accessibility and pedestrian safety planning, including tactile paving, ramps, dropped kerbs, pedestrian refuge islands, signage and other measures to ensure accessibility for persons with disabilities, the elderly, and other vulnerable users, and to reduce accident risk, so that the footpath network provides uninterrupted, barrier-free access to all pedestrian facilities along the corridor.
- Preparation of landscape and streetscape improvement proposals for each stretch, including plantation, street furniture, decorative lighting and other streetscape elements consistent with BECC’s urban design guidelines.
- Preparation of detailed estimates, technical drawings and tender documents for the identified footpath upgradation works, in accordance with applicable Schedule of Rates and specifications.
- Preparation of a phased implementation plan and recommendations for sequencing of works across the identified stretches, having regard to traffic disruption, utility shifting requirements and construction logistics.
- Preparation and submission of the Detailed Project Report (DPR), incorporating all of the above, for approval by BECC.
- Preparation and submission of the Tender Document for the said work, incorporating all of the above, for approval by BECC.

5.5 Reports and Time Schedule

The Consultant shall submit Reports in both hard and soft copies, in English, in MS Word / MS Excel / AutoCAD / GIS format as appropriate, on Metric A4 / A1 size paper as relevant, and shall present each Report to BECC through an audio-visual presentation when requested.

Sl. No.	Description	Submission Timeline from Commencement	No. of Copies
1	Inception Report (methodology, work plan, mobilisation status)	1 week	5
2	Pedestrian Volume, Traffic Studies, Topographical Survey and Utility Mapping Report (all identified stretches)	3 weeks	5
3	Draft Footpath / Pedestrian Corridor and Streetscape Improvement Designs	3 weeks	5
4	Draft DPR (designs, estimates,	3 weeks	5

	drawings, phased implementation plan)		
5	Final DPR, including tender documents, incorporating BECC's comments	2 weeks	5 (hard) + soft copy

5.6 Key Staff Requirement

It is expected that the Consultant's Team shall consist, at minimum, of the following Key Staff:

- Team Leader cum Pedestrian / Urban Mobility Planning Engineer – 1 No.
- Urban Designer / Landscape Architect – 1 No.
- Traffic & Pedestrian Safety Engineer – 1 No.
- Structural / Utility Engineer – 1 No.
- Universal Accessibility Specialist – 1 No.
- Surveyor – 2 Nos. (given the scale of approx. 100 km)
- Site Engineer – 4 Nos.

These Key Persons shall be adequately supported by the following staff based at the Consultant's Office:

- Project Coordinator – 1 No.
- Quantity and Estimation Engineer – 1 No.
- CAD / GIS Draftsperson – 2 Nos.
- Field Surveyor – 3 Nos.

5.7 Reviews

The Executive Engineer, TEC Division Zone-1, BECC, shall make periodic reviews of the progress of the Work. The Consultant shall also produce working papers on important issues as required by the Executive Engineer.

5.8 Study Administration

The Executive Engineer, TEC Division Zone-1, BECC, shall function as the Study Contract Coordinator to oversee the Assignment and shall be the principal point of contact on behalf of Bengaluru East City Corporation.

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

Executive Engineer
TEC Division Zone 1, BECC

[Name of the Employer]
and

[Name of Consultants]

Date:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the "Employer") and, on the other hand, _____ (hereinafter called the "Consultants").

[Note: If the Consultants consist of more than one entity, the above should be amended to read: ".....(hereinafter called the 'Employer') and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the 'Consultants')."]

WHEREAS

- The Employer has requested the Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
- The Consultant, having represented to the Employer that it has the required Professional Skills, Personnel and Technical Resources, has agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

- The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - The General Conditions of Contract (hereinafter called "GC");
 - The Special Conditions of Contract (hereinafter called "SC");
 - The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

Appendix D: Services and Facilities to be provided by the Employer

Appendix E: Breakdown of Contract Price

Appendix F: Form of Bank Guarantee for Performance Security

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below the title of that Appendix on the sheet carrying that Appendix.]

- The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
 - The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - The Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]

By _____

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By _____

(Authorized Representative)
Representative)

(Authorized

II. General Conditions of Contract

1.0 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- “Applicable Law” means the Laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of GC.
- “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of GC.
- “GC” means the General Conditions of Contract.
- “Government” means the Government of Karnataka.
- “Local Currency” means Indian Rupees.
- “Member”, in case the Consultant consists of a Joint Venture of more than one entity, means any of these entities, and “Members” means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf.
- “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.
- “Personnel” means persons hired by the Consultant or by any Sub-Consultant and assigned to the performance of the Services; ‘Key Personnel’ means the Personnel referred to in Clause 4.2(a) of GC.
- “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- “Services” means the Work to be performed by the Consultant pursuant to this Contract as described in Appendix A.
- “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with Clauses 3.5 and 4.
- “Third Party” means any person or entity other than the Government, the Employer, the Consultant, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.

1.4 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, and where the location of a particular task is not specified, the Employer may approve such locations whether in Karnataka or elsewhere.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub-Consultant and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect either on the date when the Contract is signed by both Parties or on such other date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition: "Force Majeure" means an event beyond the reasonable control of a Party, which makes a Party's performance of its obligations impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract: The failure of a Party to fulfil its obligations shall not be considered a breach so far as such inability arises from Force Majeure, provided the affected Party has taken reasonable precautions and informed the other Party as soon as possible of the occurrence.

2.5.3 Extension of Time: Any period for completion of an action or task shall be extended by a period equal to the time the Party was unable to perform as a result of Force Majeure.

2.5.4 Payments: During the period of inability to perform Services due to Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, and to be reimbursed for additional costs reasonably and necessarily incurred.

2.6 Suspension

The Employer may, by written notice of suspension, suspend all payments to the Consultant if the Consultant fails to perform any of its obligations, provided such notice specifies the nature of the failure and requests remedy within 30 days.

2.7 Termination

2.7.1 By the Employer: The Employer may terminate this Contract by not less than thirty (30) days' written notice (sixty (60) days in the case of Force Majeure under (c) below), following:

- If the Consultant does not remedy a failure in performance of its obligations within 30 days of being notified, or such further period as the Employer may approve.
- If the Consultant (or any of its Members) becomes insolvent or bankrupt.
- If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- If the Consultant, in the judgment of the Employer, has engaged in Corrupt or Fraudulent Practices in competing for or executing the Contract.
- If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

For the purpose of this Clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; "Fraudulent Practice" means a misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of the Employer, including collusive practices among Consultants designed to establish prices at artificial, non-competitive levels.

2.7.2 By the Consultant: The Consultant may terminate this Contract by not less than thirty (30) days' written notice, following:

- If the Employer fails to pay any undisputed monies due within forty-five (45) days after receiving written notice that payment is overdue.
- If the Employer is in material breach of its obligations and has not remedied the same within forty-five (45) days of the Consultant's notice.
- If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations: Upon termination or expiration, all rights and obligations of the Parties shall cease, except those accrued prior to termination, the confidentiality obligation under Clause 3.3, and any right a Party may have under Applicable Law.

2.7.4 Cessation of Services: Upon termination, the Consultant shall take all necessary steps to bring the Services to a close promptly and in an orderly manner, keeping expenditure to a minimum, and shall proceed as provided under Clauses 3.7 and 3.8.

2.7.5 Payment upon Termination: Upon termination, the Employer shall pay the Consultant (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and (b) except in certain cases, reimbursement of reasonable costs incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant

3.1 General

The Consultant shall perform the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices,

and shall at all times act as a faithful adviser to the Employer, safeguarding the Employer's legitimate interests.

3.2 Conflict of Interest

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: The remuneration under Clause 6.0 shall constitute the Consultant's sole remuneration, and the Consultant shall not accept any trade commission, discount or similar payment in connection with the Services.

3.2.2 Procurement Rules of Funding Agencies: If the Consultant advises the Employer on procurement, it shall comply with applicable procurement guidelines and act in the Employer's best interest; any discounts obtained shall be for the account of the Employer.

3.2.3 Consultant and Affiliates not to engage in certain Activities: The Consultant and its Affiliates, and any Sub-Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities: Neither the Consultant, its Sub-Consultants, nor its Personnel shall engage in business or professional activities that would conflict with the activities assigned under this Contract, during the term or thereafter as specified in the SC.

3.3 Confidentiality

The Consultant, its Sub-Consultants and Personnel shall not, during the term or within two (2) years after expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business, without prior written consent.

3.4 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, and cause its Sub-Consultants to take out and maintain, insurance against the risks and for the coverage specified in the SC, and shall provide evidence of the same on request.

3.5 Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's prior written approval before entering into any subcontract for performance of any part of the Services, appointing personnel not listed in Appendix C, or taking any other action specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Employer the reports and documents specified in Appendix B, in the form, numbers, and within the periods set forth therein.

3.7 Documents Prepared by the Consultant to be the Property of the Employer

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant shall become and remain the property of the Employer. The Consultant may retain a copy of such documents and software.

3.8 Equipment and Materials furnished by the Employer

Equipment and materials made available to the Consultant by the Employer, or purchased with funds provided by the Employer, shall be the property of the Employer and marked accordingly.

4.0 Consultant's Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement of the Consultant's Key Personnel are described in Appendix C, and are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

No changes shall be made in the Key Personnel except with the Employer's agreement or where necessitated by circumstances beyond the Consultant's reasonable control, in which case a replacement of equivalent or better qualifications shall be provided. The Consultant shall have no claim for additional costs arising from any removal or replacement of Personnel.

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure the Government issues necessary instructions and assists the Consultant and Personnel in obtaining any permits required to practice their profession.

5.2 Services and Facilities

The Employer shall make available to the Consultant and its Personnel, free of charge, the services, facilities and property described in Appendix D, at the time and manner specified therein.

6.0 Payments to the Consultant

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, sub-consultants' costs, printing, communications, travel, accommodation and other costs incurred in carrying out the Services described in Appendix A.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

A breakdown of the lump-sum price is provided in Appendices D and E for the purpose of determining remuneration for additional services agreed under Clause 2.4.

6.4 Terms and Conditions of Payment

Payment will be made to the account of the Consultant according to the Payment Schedule stated in the SC, subject to the Consultant submitting an invoice specifying the amount due.

6.5 Interest on Delayed Payments

Deleted.

7.0 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute that cannot be settled amicably within thirty (30) days may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

- GC Clause 1.4 (Notices): Address for notices to the Employer – Executive Engineer, TEC Division Zone-1, BECC Building, Hoodi Main Road, Hoodi, Bengaluru East City Corporation, Bengaluru-560048.
- GC Clause 2.1 (Effectiveness of Contract): This Contract shall come into effect on the date of issue of the Letter of Award / signing of the Agreement, whichever is earlier.
- GC Clause 2.2 (Commencement of Services): The Consultant shall commence the Services within 7 days of the Effective Date.
- GC Clause 2.3 (Expiration of Contract): This Contract shall remain valid until submission and approval of the Final DPR, including tender documents, or such period as may be agreed at Negotiations.
- GC Clause 3.4 (Insurance): The Consultant shall maintain, at its own cost, insurance covering its Personnel, equipment and third-party liability, for the duration of the Assignment.
- GC Clause 6.4 (Payment Schedule): Payments shall be made as follows, within 60 days of receipt of the invoice:
 - 20% of Contract Price on submission and approval of the Inception Report;
 - 20% of Contract Price on submission of the Pedestrian Volume, Traffic Studies, Topographical Survey and Utility Mapping Report;
 - 25% of Contract Price on submission and approval of Draft Footpath / Pedestrian Corridor and Streetscape Improvement Designs;
 - 25% of Contract Price on submission of the Draft DPR;
 - 5% of Contract Price on approval of the Final DPR;
 - 5% of Contract Price on submission of the approved tender documents.
- GC Clause 7.2 (Disputes): Disputes shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, seated at Bengaluru. Where the dispute concerns a technical matter, the Parties may appoint a Sole Arbitrator by agreement; failing such agreement, a Sole Arbitrator or an Arbitration Panel of three Arbitrators shall be constituted as per the Act.
- Penalty for Delay: In the event of shortfall in progress attributable to the Consultant, reviewed every fortnight, the Consultant shall be liable to a penalty of one percent (1%) of the total Fee for every fortnight of delay, subject to a maximum of ten percent (10%) of the total Fee.
- Extension of Time: If the project period is extended beyond the stipulated time frame for reasons attributable to the Employer or Force Majeure, no extra consultancy charges shall ordinarily be payable except as may be agreed in writing.

IV. Appendices

Appendix A: Description of the Services

[To be finalised at Contract Negotiations. Shall include the detailed description of the Services set out in Section 5 (Terms of Reference), the dates for completion of each task, and the place of performance for each task – i.e., the footpath stretches listed in Annexure-I referred to in Section 5.2, and BECC's office as the Employer's office.]

Appendix B: Reporting Requirements

[As per the Reports and Time Schedule set out in Section 5.5 of the Terms of Reference, to be finalised at Contract Negotiations.]

Appendix C: Key Personnel and Sub-Consultants

C-1: Titles (and names, if available), detailed job descriptions, minimum qualifications and experience of Key Personnel to be assigned, and staff-months for each, as per Section 5.6 of the Terms of Reference.

C-2: List of approved Sub-Consultants, if any, with corresponding information as in C-1.

Appendix D: Services and Facilities to be Provided by the Employer

[List of services, facilities and property, if any, to be made available to the Consultant by BECC, to be finalised at Contract Negotiations.]

Appendix E: Breakdown of Contract Price in Indian Rupees

[As per Form 4C of the Financial Proposal, listing (1) monthly rates for Personnel and (2) reimbursable expenditure. This Appendix shall be used exclusively for determining remuneration for Additional Services.]

Appendix F: Format of Bank Guarantee for Performance Security

(Clause 9 of Information to Consultants; to be stamped in accordance with the applicable Stamp Act, if any)

Ref: Bank Guarantee: _____ Date: _____

To

The Commissioner

Bengaluru East City Corporation, Bengaluru

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____, to provide Services on the terms and conditions set forth in that Contract, namely "Consultancy Services for Preparation of a Detailed Project Report (DPR) for Integrated Pedestrian Mobility Corridor Development and Footpath Upgradation in High Pedestrian Movement Zones along Selected Arterial and Sub-Arterial Roads in BECC Limits" (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with its obligations under the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [Amount of Guarantee] _____ [in words], such sum being payable in the manner in which the Contract

Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of _____ [Amount of Guarantee] as aforesaid, without your needing to prove or show grounds or reasons for your demand.

We further agree that no change, addition, or other modification of the terms of the Contract or of the Services to be performed thereunder, or of any of the Contract Documents, shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.

This guarantee shall be valid for a period of _____ months, i.e. up to 3 months beyond the expiry of the Defect Liability / Assignment Completion Period of _____ months, unless a claim or demand in writing is made upon us on or before that date, after which all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor: _____

In presence of: _____

Name and Designation: _____

Name of the Bank: _____

Address: _____

Date: _____